

25

BOOK 796 PAGE 85

RELINQUISHMENT AND QUITCLAIM

THIS INDENTURE, Made this 24 day of February, 1986, by and between UPLAND INDUSTRIES CORPORATION, a corporation existing under and by virtue of the laws of the State of Nebraska, party of the first part, and THE PERSON OR PERSONS AND/OR CORPORATION OR CORPORATIONS TRACING HIS, HER, ITS OR THEIR TITLE FROM WESTCENTRAL COOPERATIVE GRAIN COMPANY, a corporation of the State of Nebraska, party of the second part, WITNESSETH:

RECITALS

By Warranty Deed dated March 1, 1960, and filed for record on April 11, 1960 in the Office of the County Clerk of Douglas County, Nebraska, in Book 1085 at Page 378, The Union Land Company, a corporation of the State of Nebraska, conveyed to Westcentral Cooperative Grain Company certain real estate situated in the County of Douglas and State of Nebraska, described as follows:

An irregular tract of land situated in Lot 5, Section 27, Township 16 North, Range 13 East of the Sixth Principal Meridian, in Douglas County, Nebraska, bounded and described as follows:

Beginning at the point of intersection of the east line of 16th Street in the City of Omaha, with the north City Limit line of said City of Omaha, said point being 40.0 feet distant east measured at right angles, from the west line of said Lot 5, and in the north line of Read Street 60 feet wide;

thence east along said north City Limit line which is also along the north line of Read Street 60 feet wide, a distance of 276.8 feet more or less, to the southwest corner of that certain fifteenth described strip of land 30.0 feet wide heretofore conveyed by The Union Land Company to Union Pacific Railroad Company by warranty deed dated May 25, 1942;

thence north along the west line of said fifteenth described strip of land heretofore conveyed to Union Pacific Railroad

GEORGE J. BENTLEY
REGISTERED CLERK
CLERK OF DISTRICT COURT

1986 NOV 24 AM 10:52

RECEIVED

22257 Misc #

BK 796 N 27-16-13E C/O _____ FEE 45.50
PG 85-85 N 27-16-13E DEL MC _____
OF Misc # COMP UIC F/B 0

Company by said deed dated May 25, 1942, which is a straight line parallel with and 8.5 feet distant west, measured at right angles from the center line of the main spur track of said Railroad Company as now constructed and operated, a distance of 54.2 feet to the most southerly corner of that certain triangular parcel of land heretofore conveyed by The Union Land Company to Union Pacific Railroad Company by warranty deed dated September 28, 1953;

thence northerly along the westerly boundary line of said triangular parcel of land heretofore conveyed, which is a straight line forming an angle of 4 degrees 59 minutes 24 seconds, more or less, from north to west with the last described line produced, a distance of 172.4 feet, more or less, to the northwest corner of said triangular parcel;

thence east along the north boundary line of said triangular parcel, which is in a straight line that forms an angle of 89 degrees 57 minutes from north to east with the west line of said Lot 5, a distance of 15.0 feet to a point in said west line of fifteenth described strip of land heretofore conveyed to Union Pacific Railroad Company by said deed dated May 25, 1942;

thence north along the west line of said fifteenth described strip of land heretofore conveyed to Union Pacific Railroad Company by said deed dated May 25, 1942, which is a straight line parallel with and 8.5 feet distant west, measured at right angles, from said center line of main spur track, a distance of 156.9 feet, more or less, to the most southerly corner of that certain seventeenth described strip of land of irregular width, heretofore conveyed to Union Pacific Railroad Company by said deed dated May 25, 1942;

thence west, at right angles, along the southerly boundary line of said seventeenth

described strip of land heretofore conveyed to Union Pacific, a distance of 1.0 feet;

thence northerly along the southwesterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific, which is a line curving to the left, having a radius of 452.21 feet, and which is tangent at its point of beginning to a straight line drawn at right angles to the last described line at the end whereof is a distance of 64.25 feet;

thence continuing northerly along the southwesterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific which is a straight line tangent to the end of the last described curve, a distance of 33.3 feet;

thence continuing northerly, northwesterly and westerly along the southwesterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific, which is a tangent curve to the left having a radius of 372.72 feet, a distance of 428.0 feet, more or less, to a point 40.0 feet distant east, measured at right angles from the west line of said Lot 5;

thence south along a straight line parallel with and 40.0 feet distant east, measured at right angles from said west line of Lot 5, a distance of 784.0 feet, more or less, to the point of beginning.

Also, an irregular parcel of land situated in said Lot 5, of Section 27, in Douglas County, Nebraska, bounded and described as follows:

Beginning at a point in the southwesterly boundary line of that certain sixteenth described strip of land 19.0 feet wide heretofore conveyed to Union Pacific Railroad Company by said deed dated May 25, 1942, that is 40.0 feet distant east measured at right angles, from the west line of said Lot 5, said point being 865.1 feet, more or

less, distant north from said north line of Read Street 60 feet wide measured along a straight line parallel with and 40.0 feet distant east, measured at right angles from said west line of Lot 5;

thence southeasterly along the southwesterly boundary line of said sixteenth described strip of land heretofore conveyed to Union Pacific which is a straight line forming an angle of 53 degrees 41 minutes, from south to east with said straight line parallel with the west line of Lot 5, a distance of 113.9 feet, more or less, to the beginning of a curve;

thence continuing southeasterly along the southwesterly boundary line of said sixteenth described strip of land heretofore conveyed to Union Pacific which is a tangent curve to the right having a radius of 449.78 feet, a distance of 213.5 feet, more or less, to a point in the northeasterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific;

thence northwesterly along the northeasterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific which is a line curving to the left, having a radius of 391.72 feet and which is tangent at its point of beginning to a straight line forming an angle of 5 degrees 54 minutes 08 seconds from northwest to west with a straight line drawn tangent to the end of the last described curve, a distance of 153.05 feet to a point of compound curve;

thence continuing northwesterly along the northeasterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific which is a curve to the left having a radius of 651.96 feet and which is tangent at its point of beginning to a straight line drawn tangent

to the end of the last described curve, a distance of 95.3 feet;

thence continuing northwesterly along the northeasterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific which is a straight line tangent to the end of the last described curve, a distance of 9.1 feet;

thence continuing northwesterly along the northeasterly boundary line of said seventeenth described strip of land heretofore conveyed to Union Pacific, which is a tangent curve to the left having a radius of 288.25 feet, a distance of 36.2 feet, more or less, to a point 40.0 feet distant east measured at right angles from said west line of Lot 5;

thence north along a straight line parallel with and 40.0 feet distant east from the west line of Lot 5, a distance of 51.6 feet, more or less, to the point of beginning;

Also, an irregular tract of land situated in said Lot 5 of Section 27, in Douglas County, Nebraska, bounded and described as follows:

Beginning at a point in the northeasterly boundary line of said sixteenth described strip of land 19.0 feet wide heretofore conveyed to Union Pacific Railroad Company by said deed dated May 25, 1942, that is 40.0 feet distant east, measured at right angles, from the west line of said Lot 5, said point being 888.7 feet, more or less, distant north from said north line of Read Street 60 feet wide measured along a straight line parallel with and 40.0 feet distant east, measured at right angles, from said west line of Lot 5;

thence southeasterly along the northeasterly boundary line of said sixteenth described strip of land heretofore conveyed to Union Pacific which is a straight line forming an angle of 53 degrees 41 minutes from south to east with said straight line

parallel with the west line of Lot 5, a distance of 127.82 feet;

thence continuing southeasterly and southerly along the northeasterly boundary line of said sixteenth described strip of land heretofore conveyed to Union Pacific, which is a tangent curve to the right having a radius of 468.78 feet, a distance of 438.9 feet, more or less, to a point in the north boundary line of said fifteenth described strip of land 30.0 feet wide heretofore conveyed to Union Pacific Railroad Company by said deed dated May 25, 1942;

thence east at right angles along the north boundary line of said fifteenth described strip of land heretofore conveyed to Union Pacific, a distance of 12.0 feet to a point in the westerly boundary line of that certain tract of land heretofore conveyed by The Union Land Company to Continental Grain Company by warranty deed dated May 24, 1948;

thence north along the west boundary line of said tract of land heretofore conveyed to Continental Grain Company a distance of 188.6 feet, more or less, to the most northerly corner of said tract, which is also the most westerly corner of that certain parcel of land heretofore conveyed by The Union Land Company to Continental Grain Company by warranty deed dated July 16, 1953;

thence northeasterly along the north-westerly boundary line of said parcel of land heretofore conveyed to Continental Grain Company by deed dated July 16, 1953, which is a straight line forming an angle of approximately 50 degrees 32 minutes 30 seconds from north to east with the last described line produced, a distance of 186.0 feet, more or less, to the present water line of the Missouri River;

thence northwesterly along the present water line of the Missouri River a distance of 560.0 feet, more or less, to a point

thereon that is 40.0 feet distant east, measured at right angles, from said west line of Lot 5;

thence south along a straight line parallel with and 40.0 feet distant east, measured at right angles, from said west line of Lot 5, a distance of 167.0 feet, more or less, to the point of beginning;

The three above described tracts or parcels of land together contain a total area of 6.445 acres, more or less.

Said Warranty Deed was made subject to certain exceptions, reservations, covenants, conditions and restrictions, including, but not limited to, the following:

"(b) The Grantee, its successors or assigns, shall not, without the prior written consent of the Grantor, construct or permit the construction of any railroad track upon the said premises and no railroad company, other than the Union Pacific Railroad Company, its successors and assigns, shall be allowed to use any track now or hereafter upon, or extending to, any part of the said premises without the permission in writing of the Grantor.

(c) Said premises shall not be used or occupied at any time for any purposes other than for the purposes of the business of manufacturing, wholesaling, jobbing, warehousing or businesses of a kindred nature for the convenient and economical conduct of which adjacent railroad trackage facilities are ordinarily required."

Party of the second part now desires to be relieved of the covenants, conditions and restrictions above quoted with respect to the land hereinabove described. Party of the first part is willing to relinquish, with respect to said land, all of its right to have said covenants, conditions and restrictions kept, observed and performed.

Party of the first part herein is the successor in interest to The Union Land Company, mentioned in said

BOOK 796 PAGE 92

Warranty Deed dated March 1, 1960, with respect to said exceptions, reservations, covenants, conditions and restrictions.

RELINQUISHMENT AND QUITCLAIM

NOW THEREFORE, party of the first part, in consideration of the sum of One Dollar (\$1.00) to it paid by party of the second part, receipt whereof is hereby confessed and acknowledged, for itself, its successors and assigns, hereby relinquishes and quitclaims to party of the second part, its successors and assigns, forever, the right of party of the first part to have said covenants, conditions and restrictions hereinabove quoted in the Recitals hereof kept, observed and performed by party of the second part or its successors and assigns, it being the intent hereof to relinquish only the right of party of the first part with respect to said covenants, conditions and restrictions, and to leave in full force and effect all other provisions of said Warranty Deed dated March 1, 1960, and all other rights reserved therein, including, but not limited to, the mineral exception and reservation contained in said Warranty Deed.

IN WITNESS WHEREOF, party of the first part has caused these presents to be signed by its President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed the day and year first herein written.

In Presence of:

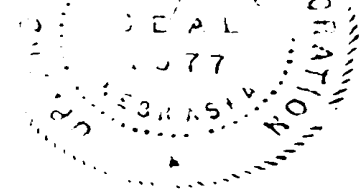
UPLAND INDUSTRIES CORPORATION

W. J. Burnside

By A. P. Vidals
President

Attest:

A. P. Vidals (Seal)
Assistant Secretary



STATE OF NEBRASKA)
 } ss:
COUNTY OF DOUGLAS)

On this 24 day of February, 1936,
before me, a Notary Public in and for said County in the
State aforesaid, personally appeared A.P. Victors,
to me personally known, and to me personally known to be
President of UPLAND INDUSTRIES

CORPORATION, and to be the same person whose name is sub-
scribed to the foregoing instrument, and who, being by me
duly sworn, did say that he is President
of UPLAND INDUSTRIES CORPORATION; that the seal affixed to
said instrument is the corporate seal of said corporation;
and that said instrument was signed and sealed on behalf
of said corporation by authority of its board of directors;
and the said A.P. Victors acknowledged said in-
strument to be his free and voluntary act and deed and the
free and voluntary act and deed of said corporation, by it
voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand
and official seal the day and year last above written.

My commission expires 9/22/39.

S. A. Hronek
Notary Public

Residing at Omaha, Ne.

(SEAL)

